



# The Gazette of Meghalaya

EXTRAORDINARY

PUBLISHED BY AUTHORITY

No. 43

Shillong, Wednesday, February 20, 2013,

1st Phalguna-1934 (S.E.)

## PART - I

### GOVERNMENT OF MEGHALAYA LAW (B) DEPARTMENT ORDERS BY THE GOVERNOR

#### NOTIFICATION

The 20th February, 2013.

**NO.LJ (B) 4/2013/296.**— In exercise of the powers conferred by sub-section (1) of Section 20 of the Code of Criminal Procedure, 1973 the Governor of Meghalaya hereby appoint the following Officers, with immediate effect as Executive Magistrates and, further under sub-section (2) thereof, as Executive Magistrates I/c Flying Squads/Static Surveillance Team/MCC Teams in connection with the ensuing General Election to the 9<sup>th</sup> Meghalaya Legislative Assembly, 2013, for a period upto the end of Election process, 2013

SL. NO.	Names of Officer and Designation	Jurisdiction of the conferment of the power of Executive Magistrate	To be placed with District/Sub-Division
1.	Dr. (Mrs) R. Challam, DVO East Jaintia Hills District, Khliehriat.	Within East Jaintia Hills District, Khliehriat.	Deputy Commissioner (Election), East Jaintia Hills District, Khliehriat.
2.	Smti L. Rymbai, Sub-Divisional School Officer, Khliehriat.	- do -	- do -
3.	Smti I.M. Pasweth, District Agriculture Officer, Khliehriat.	- do -	- do -
4.	Smti T.R. Challam, Sub-Inspector of Schools, Khliehriat.	- do -	- do -

**E. M. DONN,**

Deputy Secretary to the Govt. of Meghalaya,  
Law (B) Department.



# The Gazette of Meghalaya

EXTRAORDINARY

PUBLISHED BY AUTHORITY

---

No. 44

Shillong, Wednesday, February 20, 2013,

1<sup>st</sup> Phalguna-1934 (S. E.)

---

## PART-IIA

GOVERNMENT OF MEGHALAYA  
REVENUE AND DISASTER MANAGEMENT DEPARTMENT  
ORDERS BY THE GOVERNOR

-----

### NOTIFICATION

The 22<sup>nd</sup> January, 2013.

**No.RDA.6/2010/241.**

**AN AGREEMENT BETWEEN THE GOVERNMENT OF MEGHALAYA  
AND  
M/S DHARAMPAL SATYAPAL LIMITED  
AND  
M/S DIVYANSH POWERGEN PVT.LTD.  
FOR**

**Acquisition of land for Companies as provided under Part VII of the Land  
Acquisition Act, 1894 for the purpose of construction of a thermal Power Project in  
South Garo Hills District, Meghalaya.**

This Agreement is made this the 22<sup>nd</sup> day of January, 2013 by and between the Governor of Meghalaya, represented by Under Secretary to the Government of Meghalaya in the Revenue & Disaster Management Department (hereinafter referred to as the “**Meghalaya/State Government**,” which expression shall, unless repugnant to the subject or context, include its successor administrators, and assigns) of the

**First Part:**

**AND**

M/s Dharampal Satyapal Ltd., a private limited Company incorporated under the Companies Act 1956, having its Registered office at 1711, S.P Mukherjee Marg, New Delhi 110 006, and represented by its authorized signatory, Shri Mahendra Kumar (hereinafter referred to as “**Dharampal Satyapal Limited**” a **Company** which expression shall unless repugnant to the subject or context, included its successor, administrators and assigns) of the **Second Part:**

**AND**

**M/s Divyansh Powergen Pvt. Ltd.**, an SPV duly registered under the Companies Act 1956 and having its registered office at Veronica Lane, Adjacent to Bansara Eye Clinic, Laitumkhrah Main Road, Shillong-793003 (Meghalaya) and represented through its whole-Time Director Shri Mahendra Kumar (hereinafter referred to as “**SPV**” which expression shall mean and include its successors, legal representatives, administrators, executor, nominees and assigns) of the **Third Part:**

WHEREAS, the Governor of Meghalaya, represented by the Under Secretary to the Govt. of Meghalaya in the Power Department, and M/S Dharampal Satyapal Limited have executed a Memorandum of Agreement on the 5<sup>th</sup> March 2010 for execution of Thermal Power Project of 240 MW in South Garo Hills district of Meghalaya as per the terms and conditions laid down in the said MOU.

And Whereas, further for the purpose of construction of the said Thermal Power project, Dharampal Satyapal Limited applied to the Government of Meghalaya, and have executed MOA with Government of Meghalaya, for acquiring the land for its SPV Company M/s Divyansh Powergen Private limited, under section 39 of the land Acquisition Act, 1894 (as amended), comprising a total area of approximately 400 acres, situated in the village of Era' Aning near Nongalbibra in South Garo Hills District of Meghalaya, as described in Schedule annexed hereto;

And Whereas also the State Government, being satisfied after considering the report from the Collector/Deputy Commissioner under sub-section (2) of section 5A of the said Act that the proposed acquisition is needed for the purpose referred to in clause (aa) of sub-section (1) of section 40 of the said Act, has consented to acquire on behalf of M/s. Divyansh Powergen Pvt. Ltd., a piece and parcel of land hereinafter described;

Now, therefore, the State Government and the **SPV, M/S Divyansh Powergen Pvt. Ltd.** hereby enter into this Agreement under section 41 of the aforesaid Act on the following terms and conditions –

1. (a) On demand, the Company shall and will pay to the State Government all and every compensation in respect of the land tendered, paid or awarded, or to be tendered, or to be paid, or to be awarded by the Collector under the said Act or by the Court to which a reference under Part III of the said Act may be made or the Court or Courts to which an appeal from the award of the said Court may be preferred, and all costs, charges and expenses of the proceedings in the aforesaid Courts, otherwise incidental to the proposed acquisition, or payable in respect thereof as laid down under sub-section (1) of 50 of the said Act.

(b) That the Company shall be at liberty to appear in any proceedings before the Collector or Court and to adduce evidence for the purpose of determining the amount of compensation payable for the land under acquisition, in pursuance of the provision under sub-section (2) of section 50 of the said Act.

(c) That the Company shall not, however, be entitled to demand a reference to the Court under section 18 of the Land Acquisition Act in view of the restriction under proviso to sub section (2) of section 50 of the said Act.
2. On payment by the Company of the cost of acquisition and of all other costs and expenses, as may be necessary, and on deposit by the Company of all demands and estimated amounts as provided in clause 1(a) above, the State Government shall proceed to acquire the land for the Company for the proposed **Thermal Power Project in the village of Era'Aning**, in South Garo Hills District of Meghalaya, in accordance with provisions of the land Acquisition Act, 1894 (as amended).

3. On completion of the acquisition proceedings and taking over possession of the land under section 16 of the said Act, the State Government shall transfer and handover the land to the SPV M/S Divyansh Powergen Private Limited free from all encumbrances, and shall execute and do all such acts and deeds as may be necessary and proper for affectively vesting in the Company all rights, title, and interest over the land which shall thenceforth vest absolutely with the Company.
4. The land so acquired and handed over to the Company shall vest with the Company absolutely and shall become the Company's absolute property, with all the rights, title, and interest thereon, and the SPV M/S Divyansh Powergen Private Limited, shall have the right to use and utilize the land for the purpose for which the land was acquired and for any other purposes connected with or incidental to the purpose for which the land was acquired.
5. The Company shall not, except with the previous sanction of the State Government, use the land for any other purpose other than for which the land was acquired, or other than for the purposes connected with or incidental to the purpose for which the land was acquired.
6. The land so acquired and handed over to the Company shall be used and utilized by the Company for the purpose for which the land was acquired, within a period of two years from the date of handing over the land to the Company or within such period as may be extended by an order in writing by the State Government.

7. If the State Government is satisfied, after such enquiry as it may deem necessary, that the Company was prevented by reasons beyond its control from using the land for the purpose for which it was acquired, or from constructing or building or erecting of any dwelling houses or buildings or structures or amenities for the execution of the project within the time specified in clause 6 above, the State Government may extend the time for utilizing the land by the Company by a period not exceeding one year at a time, and that the total period of such extension shall not exceed three years.
8. If, at any time, the said land or any part thereof is no longer required by the Company for the purpose for which the land was acquired, or for the purposes connected with or incidental to the purpose for which the land was acquired, the Company shall not convert or use the land for any other purposes without the previous sanction in writing of the State Government, as laid down under section 44-A of the aforesaid act.
9. Before granting sanction under clause 7 or clause 8, the State Government shall invariably consult and obtain in writing the views and advice of the State Land Acquisition Committee.
10. If, the Company fails to utilize the land within the time/period allowed for utilizing the land, or commits a breach of any of the conditions laid down in this Agreement, the State Government may by an order in writing declare the transfer of the land to the Company as null and void, and the land shall, on such declaration being made, revert back to and vest in the State Government free from all encumbrances whatsoever.

11. Where such a declaration is made and the land is reverted back to the State Government under clause 10, an amount equal to **one fourth** of the amount paid by the Company to the Government for the cost of acquisition of the land, as awarded by the Collector, or by the Reference Court or Appellate Court, as the case may be, shall be forfeited to the State Government as damages; and the balance amount of three fourth of the cost of acquisition of the land (excluding the administrative charges and any other incidental charges connected with or incidental to the acquisition of the land) shall be refunded to the Company; and the order so made by the State Government under this clause shall be final and binding.

12. Where only part or portion of the land is utilized by the Company, and the State Government is satisfied, after such enquiry as it may deem necessary, that the Company does not require or does not need or is not in a position to utilize the remaining part of the land, the State Government may by an order in writing declare the transfer of that unutilized part or portion of the land as null and void, and that part or portion of the land shall, on such a declaration being made, revert back to and vest in the State Government free from all encumbrances; and an amount equal to one fourth of the proportion of the cost of the unutilized land shall be forfeited to the State Government; and the balance amount of three fourth of the proportion of the cost of the unutilized land, as awarded by the Collector or by the Reference Court or Appellate Court, as the case may be (excluding the administrative charges and other incidental charges for acquisition of the land), shall be refunded to the Company; and the order so made under this clause shall be final and binding.



Provided that the State Government shall not make any order under clause 11 or clause 12, unless the Company has been given the opportunity of being heard, and has been served with not less than 60(sixty) days notice to show cause and to present its case against the action contemplated to be taken.

13. In the event of the land or part thereof being reverted back to the State Government under clause 11 or clause 12, the Company shall be entitled to remove and take away, at its own cost and expenses, within six months from the date of such reversion of the land or part thereof, all buildings, structures, Installations, machineries, equipments and other assets constructed or erected by the Company on the land or on the part of the land which is reverted to the State Government. In case of Pucca buildings, which cannot be removed without being destroyed, the State Government may take over the buildings on payment of the value of the buildings as may be assessed by the competent authority as on the date of taking over of the building or buildings.

14. If at any time, any part or parcel of the land is necessary to be taken over by the State Government for the purpose connected with the administration of the State or for other public purposes (of which the State Government shall be the sole authority to determine), the Company shall, on being so required by the State Government by an Order in writing, transfer and hand over to the State Government such part or portion of the land, as specified in the order issued under this clause, on payment such amount of compensation for the portion of the land, including the value of the buildings and other structures and assets standing thereon, as may be determined by the collector in accordance with the provisions of section 23 of the Land Acquisition Act.

Provided that no order shall be made by the State Government under this Clause, unless the Company has been the opportunity to made a representation and to be heard on the proposed action to be taken under this Clause.

15. On execution of the project for which the land is acquired in accordance with this agreement, the Company shall provide adequate employment opportunities to qualified and suitable Candidates who are residents of the State of Meghalaya, in preference to others, in all classes of services under the Company, in accordance with the State Government Reservation Policy, and the Company shall afford all reasonable facilities to such employees in accordance with the rules and regulations of the Company.

16. The Company shall be liable to pay such land revenue and local rates and such other assessments as may be levied in respect of the land under any law or enactment for the time being in force.

17. The Company shall have the right and privilege to restrict the access of the members of the public to the land and the premises built thereon by the Company, save and except for the purpose of transaction of their business, as may be necessary, with the Company and/or its offices or officials.

18. In case any dispute or differences arises with regard to the amount to be paid to the Company under clause 11, clause 12, clause 13 or clause 14, the State Government and the Company shall make every effort to settle the matter amicably by mutual discussion and negotiation. If, however, the matter cannot be resolved amicably between the parties hereto, the dispute shall be referred to the Meghalaya Board of Revenue for determination and adjudication, and the decision of the

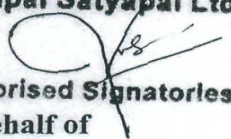

Meghalaya Board of Revenue, after hearing both the parties, shall be final and binding.

19. In case any dispute or difference arises touching or concerning the subject matter of this agreement or the covenant contain herein (other than a dispute relating to the amount payable under clause 11, clause 12, clause 13 or clause 14), both the State Government and the Company shall make every effort to sort out and settle the matter amicably by mutual discussion and negotiation. If, however, the matter cannot be resolved amicably between the parties hereto, the matter shall be referred to arbitration by a sole arbitrator who shall be appointed by the Government with the mutual consent of both the parties this agreement.

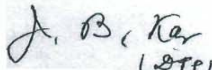
20. Both the parties hereto agree that any dispute or difference that may arise shall be settled amicably by discussion and negotiation, and that the parties will not embark or litigation. However, if a case has of necessity to be taken to the court of law, which shall be only as a last resort, only the Court or Courts having jurisdiction in the State of Meghalaya shall have the jurisdiction, power, and competence to adjudicate upon the matter.

IN WITNESS WHEREOF THE Parties hereto have executed and signed this agreement in presence of the Witnesses, at Shillong, through their duly authorized representatives, on the day and date herein above written.

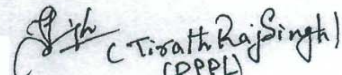
Having fully understood the terms and conditions of this Agreement and the implication thereof, we set out our hands and seal on this Agreement on the day and date herein above written.

**SIGNED BY****For Dharampal Satyapal Ltd**  
**Authorised Signatories****For and on behalf of****M/S Dharampal Satyapal Limited****SIGNED BY**  
**Under Secretary,**  
to the Govt of Meghalaya  
Revenue & Disaster Management D  
**For and on behalf of**  
**Governor of Meghalaya****WITNESS:**

1.

  
(J.B. Kar)  
(STPL)

2.

  
(Tiroath Raj Singh)  
(DPPL)**For Divyansh Powergen Pvt. Ltd.**  
**For and on behalf of****M/S Divyansh Powergen Private Limited****WITNESS:**

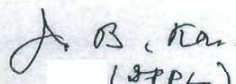
1.



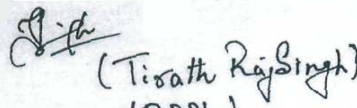
2.

**WITNESS**

1.

  
(J.B. Kar)  
(STPL)

2.

  
(Tiroath Raj Singh)  
(DPPL)

**SCHEDULE**

**Description of the land** – all the piece and parcel of land, measuring 417.52 acre (approx.), covered by Patta No....., situated in the Village of Era' Aning, near the village of Nangalbibra, in South Garo Hills District of Meghalaya, and bounded by

**BOUNDARIES**


**North:** Simsang River.

**East:** Simsang River connecting Seelpang stream.

**South:** Seelpang Stream connecting Simsang River taking the ridges of A'nak (Bakriking) to Goel Stream through Era' Aning plateau.

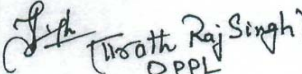
**West:** Goel Stream through A'nak plateau and connecting the Simsang River.

**SIGNED BY****For Dharampal Satyapal Ltd**


  
Authorised Signatories  
For and on behalf of  
M/S Dharampal Satyapal Limited

**WITNESS:**

1.   
(SPPZ)

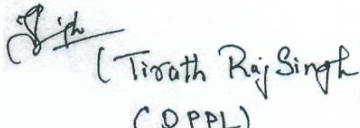
2.   
(DPPL)

**For Divyansh Powergen Pvt. Ltd.**

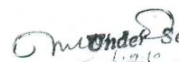
  
For and on behalf of **Director**  
M/S Divyansh Powergen Private Limited

**WITNESS**

1.   
(SPPZ)

2.   
(DPPL)

**SIGNED BY**

  
Under Secretary,  
to the Govt. of Meghalaya  
Revenue & Disaster Management Department  
For and on behalf of  
Governor of Meghalaya

**WITNESS:**

1. 

2. 

**S. R. WALLANG,**  
Under Secretary to the Govt. of Meghalaya,  
Revenue and Disaster Management Department.